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## FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANSERRA

(A Residential Community in Fort Bend County, Texas)

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Declarant: KB HOME Lone Star Inc., a Texas corporation

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Anserra, recorded as Document No. 2013150672, Official Public Records of Fort Bend County, Texas.

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR ANSERRA**

(A Residential Community in Fort Bend County, Texas)

Declarant: KB HOME Lone Star Inc., a Texas corporation

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Anserra, recorded as Document No. 2013150672, Official Public Records of Fort Bend County, Texas.

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ANSERRA**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Anserra (the "Amendment") is made by **KB HOME Lone Star, Inc.**, a Texas corporation ("Declarant"), and is as follows:

**RECITALS:**

**A.** Declarant previously recorded that certain Declaration of Covenants, Conditions and Restrictions for Anserra, recorded as Document No. 2013150672, Official Public Records of Fort Bend County, Texas (the "Declaration").

**B.** Pursuant to *Section 9.03*, the Declaration may be amended unilaterally by Declarant.

**C.** Declarant desires to amend the Declaration on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

**1.** **Playscapes and Sports Courts.** *Section 2.28* of the Declaration is hereby deleted in its entirety and replaced as follows:

**"2.28 Playscapes and Sports Courts.** Playscapes and Sport Courts are permissible at the sole discretion of the ACC. If allowed, these facilities must be: (i) properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties; (ii) the height of a playscape, measured from the surface of the Lot, is no more than ten (10) feet; (iii) the canopy cover of any playscape shall be constructed of earth tone materials; and (iv) sport courts may not be lighted or enclosed with netting. Tennis courts are not permitted."

**2.** **Model Home.** *Section 2.30* of the Declaration is hereby added as follows:

**"2.30 Model Home.** The Declarant may construct, or the ACC may approve, a model home constructed on a Lot with exterior finishes, fencing and other components that do not conform to the requirements imposed on other single-family residences within the Property. Declarant's construction, or approval by the ACC, of a model home which differs from the requirements imposed on other single-family residences within the Property shall in no event constitute a waiver of the terms and provisions of the Restrictions."

**3.** **Removal of Trees.** *Section 2.31* of the Declaration is hereby added as follows:

**"Removal of Soil and Trees.** The digging and removal of soil from any Lot by any party other than the Declarant is expressly prohibited except as necessary in conjunction with the landscaping or construction of Improvements upon a Lot in accordance with plans and specifications approved by the ACC in accordance with *Article 7* of this Declaration. Unless otherwise approved in writing by the ACC, no tree shall be removed from a Lot except by the Declarant unless otherwise approved in advance and in writing by the ACC."

**4. Walls, Fences, and Hedge.** *Section 3.04* of the Declaration is hereby deleted in its entirety and replaced as follows:

**"3.04 Walls, Fences and Hedges.** Unless otherwise approved in advance and in writing by the Architectural Control Committee:

- a) All walls, fences, planters and hedges shall be maintained and constructed in accordance with this Declaration and any rules or Design Guidelines adopted by the Declarant or the Architectural Control Committee pursuant to *Section 7.02(c)*. The design, type, and materials of all fences, including but not limited to ornamental fencing, must be approved by the Architectural Control Committee prior to construction pursuant to the approval requirements of *Article 7* of this Declaration.
- b) No wall, fence, planter or hedge in excess of two feet (2') in height shall be erected or maintained on a side lot line forward of point located three feet (3') back from the front exterior corners of the main residential structure located on a Lot. For the purpose of this provision, the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.
- c) No wall, fence, or hedge in excess of six feet (6') in height shall be erected and maintained on a side lot line from a point located three feet (3') back from the front exterior corner of the main residential structure, backward to the rear property line on a Lot.
- d) On corner lots, side yard fences must be set back from the side property line one-half (1/2) of the side building line setback shown on the plat. If no side building setback is shown on the plat, then side yard fences must be set back from the side property line halfway between the building line and the property line.
- e) Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and any rules or Design Guidelines adopted by the

Declarant or the Architectural Control Committee pursuant to *Section 7.02(c)*.

f) Fences of wire or chain link construction are prohibited."

5. **Acceptance of Common Area.** *Section 4.06* of the Declaration is hereby deleted in its entirety and replaced as follows:

**"4.06 Acceptance of Common Area.** The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the filing of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Declaration. Declarant and its assignees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, or the Property and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property easements for the benefit of the Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Declaration. Such property will be accepted by the Association and thereafter will be maintained as Common Area by the Association for the benefit of the Property and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Property, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge."

6. **Fines and Damages Assessment.** *Section 6.12(a)* of the Declaration is hereby deleted in its entirety and replaced as follows:

"(a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees. Any fine and/or charge for damage levied in

accordance with this *Section 6.12* will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines."

7. **Enforcement.** *Section 9.04* of the Declaration is hereby deleted in its entirety and replaced as follows:

"The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Restrictions. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Restrictions shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE PROPERTY, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE RESTRICTIONS."

8. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 6<sup>th</sup> day of June, 2014.

DECLARANT:

KB HOME Lone Star Inc.,  
a Texas corporation

By: June TC Tang  
Printed Name: June TC Tang  
Title: Land Development Manager

THE STATE OF TEXAS §  
COUNTY OF Horris §

This instrument was acknowledged before me this 10<sup>th</sup> day of June, 2014 by  
June TC Tang, Land Development Manager of KB HOME Lone Star Inc., a Texas  
corporation, on behalf of said corporation.

(SEAL)

  
Notary Public Signature

